

## STOP Violence Against Women Formula Grant

*Request for Grant Application (RFGA)*

ST-WSG-09-9365-00

<b><u>DEADLINE</u></b>	Proposals shall be submitted on or before 3:00 p.m. (AZ-MST) <b>on <i>October 17, 2008</i></b> at the Governor's Office for Children, Youth, and Families, 1700 W. Washington, Suite 101, Phoenix, AZ 85007. <b><u>TELEFAXED, ELECTRONIC OR LATE APPLICATIONS WILL NOT BE ACCEPTED.</u></b> Please mail or deliver <b>One (1) original and six (6) copies.</b>
<b><u>SPECIAL ACCOMMODATIONS</u></b>	Persons with a disability may request reasonable accommodation such as a language interpreter by contacting Sarah Bean, email: sbean@az.gov or via Fax (602) 542-3520. Requests should be made as early as possible to allow time to arrange the accommodation.
<b><u>PRE-APPLICATION CONFERENCE</u></b>	Prospective applicants are encouraged to attend a conference on Friday, September 19, 2005, at 9:00 am - 12:00 Noon (AZ-MST) at the State Capitol, Executive Tower, Grand Canyon Room (Basement), 1700 W. Washington, Phoenix. The purpose of the meeting is to discuss and clarify this Request for Grant Application.
<b><u>PROCUREMENT GUIDELINES</u></b>	<p>In accordance with A.R.S. §41-2701, competitive sealed grant applications for the services specified within this document will be received by the Governor's Office for Children, Youth and Families at the above specified location until the time and date cited. Grant applications received by the correct time and date will be opened and the name of each applicant will be publicly read.</p> <p>Grant applications must be in the actual possession of the Governor's Office for Children, Youth and Families on or prior to the exact time and date indicated above. <b>TELEFAXED, ELECTRONIC OR LATE GRANT APPLICATIONS WILL NOT BE CONSIDERED.</b></p> <p><u>Grant applications must be submitted in a sealed envelope with the Grant Application Number and the applicant's name and address clearly indicated on the envelope.</u></p> <p>All applications must be completed in ink or typewritten and a complete Grant Application returned along with the offer by the time and date cited above. Additional instructions for preparing a grant application are included within this document.</p> <p>Applicants are strongly encouraged to carefully read the entire Request for Grant Application document.</p>

<b><u>CONTRACT INFORMATION</u></b>	<p><b>GRANT TITLE:</b> The STOP Violence Against Women Formula Grant Program.</p> <p><b>CONTRACT TYPE:</b> Cost Reimbursement Sub-Grant.</p> <p><b>CONTRACT TERM:</b> The term of the contract shall commence on January 1, 2009 and shall remain in effect until December 31, 2009, unless terminated, canceled or extended as otherwise provided herein.</p>
<b><u>CONTACT INFORMATION</u></b>	<p><b>Sarah Bean</b>  Governor's Office for Children, Youth and Families  Procurement Manager  Fax: (602) 542-3520  Email: sbean@az.gov</p>
<b><u>CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER</u></b>	<p>STOP Violence Against Women Formula Grant CFDA number is 16.588. This number will be required for audits conducted in accordance with federal regulations.</p>
<b><u>SPECIAL NOTE</u></b>	<p>All information submitted by the applicant is subject to disclosure and inspection by the public. If an applicant deems all, or part of their application to be proprietary, a written justification must be submitted to support non-disclosure.</p>
<b><u>AMENDMENTS</u></b>	<p>It is the sole responsibility of applicants to check the Governor's website for any changes to this RFGA, <a href="http://gocyf.az.gov/Grants/index.asp">http://gocyf.az.gov/Grants/index.asp</a></p>



JANET NAPOLITANO  
GOVERNOR

STATE OF ARIZONA

IRENE S. JACOBS  
EXECUTIVE DIRECTOR

GOVERNOR'S OFFICE FOR CHILDREN, YOUTH AND  
FAMILIES

**OFFER AND ACCEPTANCE FORM (SPO FORM 203)**

**TO THE GOVERNOR'S OFFICE FOR CHILDREN, YOUTH AND FAMILIES:**

The Undersigned hereby agrees, if awarded a grant, to all terms, conditions, requirements and amendments in this solicitation document and any written exceptions, as accepted by the Governor's Office for Children, Youth and Families, in the application.

Arizona Transaction (Sales) Privilege Tax License No.:

Name of Point of Contact Concerning this Application:

Name: \_\_\_\_\_

Federal Employer Identification No.:

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Title

**CERTIFICATION**

By signature in the Offer section above, the Applicant certifies:

1. The submission of the application did not involve collusion or other anti-competitive practices.
2. The applicant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §§41-1461 through 1465.
3. The applicant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

**ACCEPTANCE OF APPLICATION**

The Application is hereby accepted.

The Applicant is now bound to perform as stated in the attached grant application and based upon the RFGA solicitation document, including all terms, conditions, requirements, amendments, etc., and the Applicant's grant application as accepted by the State.

This grant shall henceforth be referred to as Grant No. \_\_\_\_\_.

State of Arizona

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Sarah Bean, Procurement Manager

# What is in this Request for Grant Application?

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## **What is the Governor's Office for Children, Youth & Families?**

The Governor's Office for Children, Youth & Families (GOCYF) provides resources, promotes citizen engagement and leads innovative projects to strengthen and empower families and communities. To achieve the Governor's vision for healthy communities, the office is organized into several divisions: Division of Finance and Administration, Division for Children, Division for Community and Youth Development, Division for Substance Abuse Policy, Division for Women, and the Division for School Readiness. Experienced and knowledgeable professionals with expertise in their particular areas staff each division and act as resources to communities. To achieve GOCYF's mission, the divisions oversee grant programs, boards, commissions, councils, task forces, policy initiatives and annual events.

The GOCYF acts as a catalyst for overall systems changes. Commissions advise and monitor policy initiatives and grant programs. The GOCYF convenes numerous commissions, councils and task forces which include: the Governor's Children's Cabinet, the Governor's Foundation Roundtable, the Arizona Parents Commission on Drug Education and Prevention, the Arizona Juvenile Justice Commission, the Governor's Commission to Prevent Violence Against Women, the Governor's Commission on the Health Status of Arizona's Women and Families (with the Arizona Department of Health Services), the Children's Justice Task Force, the Governor's Commission on Service and Volunteerism, the Statewide Youth Development Task Force, the Governor's Youth Commission, the Interagency Council on Homelessness, the Re-entry Task Force, and the Earned Income Tax Credit Task Force. To achieve its goal of community participation and inclusiveness, the commissions and councils are composed of diverse people representing a variety of geographic areas, ethnicities, interests, and professions.

### **GOCYF Values**

- ❖ We are public servants with a passion to create a brighter future for all Arizonans.
- ❖ We value strong families as the cornerstone of a healthy society with a robust economy and a bright future.
- ❖ We acknowledge and celebrate all kinds of families, and recognize that there is often a child at the center of each family who needs support to grow up healthy, safe and well educated.
- ❖ We recognize and value our diverse backgrounds and perspectives as we serve in a culturally competent manner.
- ❖ We work in a family/employee friendly environment, in which we draw on our creativity, flexibility and good humor to accomplish excellent work that gets results for Arizona's children, youth and families.
- ❖ We approach our work as servant leaders and focus on producing tangible outcomes to meet the expressed needs of Arizonans.
- ❖ We pursue our work with pride, integrity and mutual respect for each other and for the people of Arizona.

### **GOCYF Vision**

The state of Arizona is the ideal place to grow up, raise a family, and grow old.

## **GOCYF Mission**

We create a brighter future for Arizona by providing resources, promoting citizen engagement, and leading innovative projects to strengthen and empower families and communities.

## **GOCYF Goals**

- ❑ Safety ~ Arizonans are safe in their homes and communities
- ❑ Civic Engagement ~ Arizonans participate in improving the quality of life within their communities
- ❑ Economic Stability ~ Arizonans are economically stable and self sufficient and have access to support and resources
- ❑ Health ~ Arizonans are healthy and stable– physically, mentally, behaviorally, developmentally, orally, environmentally, and spiritually
- ❑ Life Long Learning ~ Arizonans experience quality education throughout their lifetimes
- ❑ Responsive Government ~ State government is responsive to individuals, families, communities and local governments in Arizona

## **What is the Governor's Division for Women?**

The Governor's Division for Women is a subdivision of the Governor's Office for Children, Youth and Families (GOCYF). Under the GOCYF direction, the Governor's Division for Women specializes in managing grants, providing training and information, and guiding policy to protect victims and their families.

The Governor's Division for Women administers four grants:

- Rural Domestic Violence and Child Victimization Enforcement Grant (federal funds)
- STOP Violence Against Women Formula Grant (federal funds)
- Safe Havens Supervised Visitation and Safe Exchange Grant (federal funds)
- Governor's Innovative Domestic Violence Prevention Grant (state and federal funds)

The Governor's Division for Women also provides leadership to:

- The Governor's Commission to Prevent Violence Against Women
- The STOP (Violence Against Women) Advisory Team
- The State Agency Coordination Team (SACT)
- The Southern Arizona Battered Immigrant Women Project
- The Women's Heritage Trail Project
- The Earned Income Tax Credit (EITC) Task Force
- Safe Havens Advisory Team

Collaborative efforts are not only the vision of the state agencies involved in domestic violence issues but also the practice. State agencies participate in a collaborative planning process to address and develop uniform service provider performance measures where possible. Likewise, the state agencies jointly share many planning, training, evaluating and coordinating functions. Those collaborating to support crime victims are the following:

- Administrative Offices of the Courts
- Attorney General's Office
- Arizona Criminal Justice Commission
- Department of Economic Security
- Department of Health Services
- Department of Public Safety
- Governor's Office of Housing
- Governor's Division for Women
- Department of Corrections

## **What is the STOP Violence Against Women Formula Grant Program?**

### **INTRODUCTION**

The STOP (Services • Training • Officers • Prosecutors) Violence Against Women Formula Grant Program (STOP) was authorized through the Violence Against Women Act (VAWA) signed into law by President Clinton in 1994. It has since been reauthorized and amended by the Violence Against Women Act of 2000 (VAWA 2000) and by the Violence Against Women Act of 2005 (VAWA 2005). The purpose of VAWA is to promote a coordinated, multi-disciplinary approach to improving the criminal justice system's response to violent crimes against women. VAWA encourages the development and strengthening of effective law enforcement and prosecution strategies to address violent crimes against women and the development and strengthening of victim services in cases involving violent crimes against women.

The U.S. Department of Justice, Office on Violence Against Women (OVW) administers the STOP Program nationally according to the following statutory formula (as amended by VAWA 2000 and VAWA 2005):

- 5% of STOP funds allocated for grants to Indian tribal governments
- 2.5% of STOP funds allocated for grants to state and tribal domestic violence coalitions and
- 2.5% of STOP funds allocated for grants to state and tribal sexual assault coalitions
- Each state receives a base amount of \$600,000 and remaining funds are distributed to each state based on population.
- Each state must allocate to the following categories:
  - 25% of STOP Program funds for law enforcement programs,
  - 25% for prosecution programs,
  - 30% for nonprofit, non-governmental victim services programs (of which at least 10% shall be distributed to culturally specific community-based organization, and
  - 5% for state and local court programs (including juvenile).
  - The remaining 15% is allocated per each state's discretion, within the parameters of the Act.

### **FEDERAL REQUIREMENTS**

The goal of the STOP Violence Against Women Formula Grant Program is to encourage States to develop and implement a coordinated, multidisciplinary partnership between courts, victim advocates, service providers, prosecution and law enforcement for the purpose of reducing crimes against women and enhancing victim services.

States must certify annually that all out-of-pocket costs of forensic medical examinations for victims of sexual assault will be paid by the state, local, or governmental entity. **States cannot require sexual assault victims to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic exam, reimbursement for the cost of the exam or both.** In addition, no law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. States also must certify annually that victims of domestic violence, sexual assault, and stalking, are exempt from paying filing or service costs related to criminal charges or protection orders (costs associated with the filing, issuance, registration, or service of a protection order, a petition for a protection order, criminal charges, warrant, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction). Furthermore the state must certify that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of Title 18, and any applicable related Federal, State, or local laws. **Programs seeking funding must be aware of these assurances and certify that their laws, policies and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration or service of a protection order or a petition for protection order, to protect a victim of domestic violence, stalking or sexual assault, that the victim bear the cost associated with the issuance, registration, or service of a warrant, protection order, petition for protection order, or witness subpoena whether issued inside or outside the state, tribal or local jurisdiction.**

**All contractors must forward to the Governor's Division for Women any written policies they have prohibiting the disclosure of a victim's name, address, telephone number, or any other identifying information without the prior voluntary written consent of the victim.** Any subgrantee that does not already have such policies must develop them within **60 days** of receipt of grant funds and **forward a copy** of these written policies to the Governor's Division for Women once created.

Subgrantees must certify that these policies were developed in close collaboration with domestic violence or sexual assault victim service programs within their communities. All Subgrantees must certify that the policies they have adopted comply with the confidentiality and privacy rights and obligations created by any federal or state law, court rules, or rules of professional conduct applicable to the work performed by the subgrantee.

All federal funds must be identified by a Catalog of Federal Domestic Assistance (CFDA) number. This number is required on all products produced with these dollars as well as for audit purposes. The CFDA number for the Violence Against Women Act – STOP funds is **16.588**.

Subgrantees must cooperate and support the collection of data (The Office on Violence Against Women Annual Progress Report) available on-line at <http://muskie.usm.maine.edu/vawamei/>. **Please review The Office on Violence Against Women Annual Progress Report to ensure that the proposed project can meet the federal data reporting requirements.**



### ACTIVITIES THAT MAY COMPROMISE VICTIM SAFETY

Ensuring victim safety is the guiding principle underlying the STOP Program. Experience has shown that certain practices may compromise victim safety rather than enhance it. Certain responses by the authorities may have the effect of minimizing or trivializing the offender's criminal behavior. Accordingly, consistent with the goals of ensuring victim safety and holding perpetrators accountable for their criminal conduct, applicants are discouraged from proposing projects that include any activities that may compromise victim safety such as the following:

- Offering perpetrators the option of entering pre-trial diversion programs;
- Mediation or counseling for couples as a systemic response to domestic violence or sexual assault;
- Batterer intervention programs that do not use the coercive power of the criminal justice system to hold batterers accountable for their behavior; and
- Procedures that would force victims of domestic and sexual violence to testify against their abusers or impose other sanctions on them. Rather, procedures that provide victims the opportunity to make an informed choice about whether to testify are encouraged.

### FEDERAL PROGRAM PURPOSE AREAS

VAWA permits fourteen (14) broad purpose areas under which subgrants may be supported. Programs must meet one or more of the following statutory program purpose areas:

1. Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of sexual assault, domestic violence, and dating violence.
2. Developing, training, or expanding units of law enforcement officers, judges, other court personnel, and prosecutors specifically targeting violent crimes against women, including the crimes of sexual assault and domestic violence.
3. Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including the crimes of sexual assault and domestic violence.
4. Developing, installing, or expanding data collection and communication systems, including computerized systems, linking police, prosecutors, and courts or for the purpose of identifying and tracking arrests, protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against women, including the crimes of sexual assault and domestic violence.
5. Developing, enlarging, or strengthening victim services programs, including sexual assault, domestic violence, and dating violence programs; developing or improving delivery of victim services to underserved populations; providing specialized domestic violence court advocates in courts where a significant number of protection orders are granted; and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including crimes of sexual assault, domestic violence, and dating violence.

6. Developing, enlarging, or strengthening programs addressing stalking.
7. Developing, enlarging, or strengthening programs that address the needs and circumstances of Indian tribes dealing with violent crimes against women, including the crimes of sexual assault and domestic violence.
8. Supporting formal and informal statewide, multidisciplinary efforts, to the extent not supported by state funds, to coordinate the response of state law enforcement agencies, prosecutors, courts, victim service agencies, and other state agencies and departments to violent crimes against women, including the crimes of sexual assault, domestic violence, and dating violence.
9. Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault.
10. Developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and others to address the needs and circumstances of older and disabled women who are victims of sexual assault or domestic violence, including recognizing, investigating, and prosecuting instances of such assault or violence and targeting outreach and support, counseling, and other victim services to such older and disabled individuals.
11. Providing assistance to victims of sexual assault and domestic violence in immigration matters.
12. Maintain core victim services and criminal justice initiatives while supporting complementary new initiatives and emergency services for victims and their families.
13. Supporting the placement of special victim assistants (to be known as "Jessica Gonzales Victim Assistants") in local law enforcement agencies to serve as liaisons between victims of domestic violence, dating violence, sexual assault, and stalking and personnel in local law enforcement agencies in order to improve the enforcement of protection orders. Jessica Gonzales Victim Assistants shall have expertise in domestic violence, dating violence, sexual assault, or stalking and may undertake the following activities:
  - a. Developing, in collaboration with prosecutors, courts, and victim service providers, standardized response policies for local law enforcement agencies, including triage protocols to ensure that dangerous or potentially lethal cases are identified and prioritized;
  - b. Notifying persons seeking enforcement of protection orders as to what responses will be provided by the relevant law enforcement agency;
  - c. Referring persons seeking enforcement of protection orders to supplementary services (such as emergency shelter programs, hotlines, or legal assistance services); and
  - d. Taking other appropriate action to assist or secure the safety of the person seeking enforcement of a protection order.
  - e.
14. To provide funding to law enforcement agencies, nonprofit nongovernmental victim services providers, and State, tribal, territorial, and local governments, (which funding

stream shall be known as the Crystal Judson Domestic Violence Protocol Program) to promote:

- a. The development and implementation of training for local victim domestic violence service providers, and to fund victim services personnel, to be known as "Crystal Judson Victim Advocates," to provide supportive services and advocacy for victims of domestic violence committed by law enforcement personnel.
- b. The implementation of protocols within law enforcement agencies to ensure consistent and effective responses to the commission of domestic violence by personnel within such agencies (such as the model policy promulgated by the International Association of Chiefs of Police *Domestic Violence by Police Officers: A Policy of the IACP, Police Response to Violence Against Women Project*, July 2003 which can be found at <http://www.theiacp.org/documents/pdfs/Publications/DomViolenceModelPolicy.pdf>.)
- c. The development of such protocols in collaboration with State, tribal, territorial and local victim services providers and domestic violence coalitions.

### Program Priorities

The emphasis of the STOP Program continues to be on the implementation of comprehensive strategies addressing violence against women that are sensitive to the needs and safety of victims and hold offenders accountable for their crimes. States and territories should seek to carry out these strategies by forging lasting partnerships between the criminal justice system and victim advocacy organizations and by encouraging communities to look beyond traditional resources and to look to new partners to respond more vigorously to domestic violence, sexual assault, and stalking crimes, such as faith-based and community organizations.

In shaping strategies for Federal FY 2007, states are encouraged to develop and support projects to:

- Implement community-driven initiatives, utilizing faith-based and community organizations, to address the needs of underserved populations as defined by VAWA, including people with disabilities and elder victims of domestic violence, sexual assault, and stalking.
- Address sexual assault and stalking through service expansion; development and implementation of protocols; training for judges, other court personnel, prosecutors, and law enforcement; and development of coordinated community responses to violence against women.

**NOTE:** Funded projects can provide services to adult and teen (age 13 to 17) victims. STOP Grant funds may be used for projects that serve or focus on adult women and teen girls who are victims of domestic violence, dating violence, sexual assault, or stalking. In general, victims served with STOP funds must be adults or teens. Under a new purpose area created by VAWA 2005, however, STOP funds may also support "complementary new initiatives and emergency services for victims and their families." For example, STOP funds may support services for secondary victims such as children who witness domestic violence.

## **What is the Funding Source for this Grant?**

The U.S. Department of Justice, Office on Violence Against Women (OVW), Violence Against Women Act (VAWA) as amended by VAWA 2000 and VAWA 2005, 42 U.S.C.A. §3796gg through 3796gg-5, CFDA #16.588.

## **Who is Eligible to Apply for this Funding Opportunity?**

- Non-profit 501 (c) (3), non-governmental and community-based victim service organizations.
- Offices and agencies of State government.
- Units of local government.
- Tribal governments.

The Department of Justice has defined a unit of local government as a general-purpose political subdivision of a state, such as a city or county. The definition for victim services providers under this grant is a nonprofit, governmental or non-governmental organization that assists domestic violence or sexual assault victims through the legal process. Examples include rape crisis centers and battered women's shelters. Grants from this program can only be awarded to state agencies, local units of government and nonprofit organizations.

STOP grants will be equitably distributed throughout the State of Arizona on a geographic basis including urban and rural areas of various size and population. Law enforcement, prosecution, the courts, victim service agencies and tribal entities are encouraged to apply. Tribal programs must be geographically located within Arizona boundaries.

## **What is the Total Amount of Available Funds?**

This is a one-year contract that may be renewable for two additional one-year periods, contingent upon the availability of funds. Consideration for renewal will also be based on results of program and fiscal monitoring.

**Notice:** Pending award, the state will initiate the subgrant application process in order to avoid delays in distributing the funds once the award has been granted by Office on Violence Against Women. While there is no assurance of award amounts or number of awards for 2009, the Governor's Office for Children Youth and Families awarded a total of \$1.7 million to 25 subgrantees in 2008.

The total funds available for all STOP Grant contracts will be based on the federal formula guidelines.

## **What Will This Request for Grant Application Fund?**

In general, STOP grants may support personnel, training, technical assistance, evaluation, data collection and equipment costs to enhance the apprehension, prosecution and

adjudication of persons committing violent crimes against women and to provide or improve services for victims.

If the applicant submits a project that includes more than one of the outlined formula categories (Law Enforcement, Courts, Prosecution, or Victim Services), each category must be clearly distinguished as a pass-through budget line item and include the following:

- Separate goals and objectives for each STOP Grant formula category for which they wish to apply. (Pass through agency/organization goals and objectives will not be counted in a page limitation).
- Separate budgets and budget narratives that support the outlined goals and objectives. (Budget forms will not be counted in a page limitation).

Each category will be evaluated independently and will be subject to clarifications from both a budget and goals and objectives perspective.

Programs responding to criminal justice reform, while providing safety and protection for victims of sexual assault, domestic violence, and stalking, will be considered in the following categories:

- Law Enforcement 25% of award
- Prosecution 25% of award
- Courts 5% of award
- Victim Services 30% of award, of which 10% shall go to culturally specific community-based organization programs
- Discretionary\* 15% of award

\*The allocation will be distributed among the four categories, based upon need, as determined by the Governor's Office for Children, Youth and Families.

### PROJECT PARTICIPATION REQUIREMENTS

Violence against women impacts entire communities. The Office on Violence Against Women and the Governor's Office for Children, Youth and Families 2009 STOP RFGA requires that STOP projects reflect participation from law enforcement, courts, prosecutors and victim services in the planning stage and throughout the life of the project.

- For projects that include Memorandum of Understanding (MOU) partners representing the criminal justice system and victim services, the formal MOU's will satisfy the "Project Participation" requirement.
- For all other projects, "Letters of Participation" are required. Letters of Participation can come from key stakeholders in the criminal justice and victim service systems and/or the community to be served.
- Letters of Participation should describe the stakeholders knowledge and support of the project, and input (if any) provided by the stakeholder regarding the project.

This requirement applies to all applicants.

Broader opportunities to collaborate that should be given consideration by the criminal justice and victim services systems include, but are not limited to:

- Educational institutions and programs and/or healthcare systems;
- Faith-based institutions;
- Employment agencies;
- Tribal government/Tribal government agency;
- Legal Services Organizations;
- Community Advocacy Organizations;
- Law enforcement agencies;
- Courts or prosecutorial agencies;
- Domestic violence shelters or safe homes and
- Domestic violence and sexual assault advocacy programs

**NOTE:** Please bear in mind that not all of the entities listed above are eligible for STOP Grant funding. That does not minimize the long-term impact that a broadened coordinated community response can achieve through the collective power of systematic change.

#### MEMORANDUM OF UNDERSTANDING REQUIREMENTS

For the purposes of this STOP grant solicitation there are two separate situations that require a Memorandum of Understanding (MOU) and denote a “formal partnership”:

- 1) A MOU is required for all projects that identify a subcontractor that will provide a service(s) in which there will be an exchange of grant funds to pay for that service or
- 2) A MOU is required for all projects that identify a partner where grant funds will not exchange hands but in order for the project to be viable, a service will be provided or there is an agreement to work together. (For example, a victim service agency will provide an advocate to work with law enforcement officers to respond to domestic violence calls for service. A MOU is required between the victim service agency and the law enforcement agency.)**

Projects must support one or more of the fourteen (14) VAWA purpose areas. The project may address either a statewide, regional, or community approach and shall be provided in accordance with the goals identified below for any one or more of the outlined topic areas.

#### THE THREE-YEAR STOP GRANT IMPLEMENTATION PLAN INCLUDES TWO GOALS:

**Goal 1:** Improve the consistency and coordination of response to victims of violence against women in Arizona by holding the offenders accountable and strengthening collaborations between law enforcement, prosecution, courts and victim services systems resulting in a coordinated response to stalking, domestic and sexual violence in a culturally responsive manner.

**Goal 2:** Arizona's criminal justice and victim services systems will increase their capabilities to respond to unserved or under-served victims of stalking, domestic and sexual violence in a culturally responsive manner.

Under these two over-arching goals the following priority areas will be highlighted for this offer of funding:

## STOP GRANT PRIORITY AREAS

### I. Data Collection

**Goal 1:** Improve the criminal justice system's response to violence against women by enhancing data collection systems to reliably report on the incidence and frequency of domestic violence, sexual assault and stalking crimes/cases.

**Goal 2:** To promote women's safety by sharing information among practitioners in a way that will hold individual offenders accountable and maintain accountability among various agencies in the criminal justice system that responds to violence against women.

#### Project Examples:

- Support for a multi-disciplinary planning process to develop a statewide/regional data base system to track convicted domestic violence, sexual assault and stalking offenders between and among law enforcement jurisdictions.
- Support for the development or improvement of criminal justice monitoring and tracking systems that include interfacing/linking between and among data systems at the misdemeanor and/or felony level.

### II. Coordinated Community Response Projects

**Goal 1:** Develop innovative approaches to create a more responsive, consistent and coordinated effort to address violence against women with an emphasis on victims of domestic violence, sexual assault, stalking and dating violence.

**Goal 2:** To expand coordinated community response efforts by including non-traditional community partners, i.e., religious, economic, medical, media and education entities.

#### Project Examples:

- Support for staff to facilitate the coordination of criminal justice and victim services systems that provide victims with a coordinated response for cases of domestic violence, sexual assault, stalking and dating violence.
- Any project which supports an innovative approach for responding to victims of domestic violence, sexual assault, stalking and dating violence.

### III. Offender Accountability

**Goal 1:** Strengthen the safety and accountability of law enforcement and prosecution agencies to respond to, investigate and prosecute domestic violence, sexual assault, stalking and dating violence crimes/cases.

**Goal 2:** Improve the way systems are structured to respond to offender accountability in cases of domestic violence, sexual assault, stalking and dating violence that lead to institutional change.

**Project Examples:**

- Safety and accountability audit designed to examine whether institutional policies and practices enhance victim safety and enforce offender accountability.
- Develop, enhance and/or coordinate domestic violence fatality review teams to identify risk factors for victims and make recommendations that lead to system improvements.
- Improve existing or establish policies and protocols for law enforcement handling of domestic violence, sexual assault and stalking cases.
- Develop a Sexual Assault Manual for judges based upon, for example, the Michigan Sexual Assault Benchbook.
- Support specialized domestic violence probation officers or specialized teams of officers and advocates who focus on supervised probation of high-volume misdemeanor or felony caseloads.
- Support specialized domestic violence and/or sexual assault prosecution units that focus on high volume misdemeanor or felony caseloads within a jurisdiction.
- Support specialized officers or teams consisting of an officer and advocate that respond to crimes of stalking, domestic violence, sexual assault and dating violence.
- Support projects that improve an agency's response to violations of orders of protection.
- Support the development and implementation of a court watch project.

**IV. Training**

**Goal 1:** Increase collaborative training of all professionals and paraprofessionals that provide services to victims of domestic violence, dating violence, elder abuse, sexual assault and stalking, including developing culturally sensitive training materials.

**Project Examples:**

- Specialized training on domestic violence, sexual assault and stalking to law enforcement or probation/parole, municipal and county prosecutors, judicial officers, court staff and other relevant criminal justice personnel. Cultural sensitivity and cultural competency must be addressed in training modules that focus on dating violence, domestic violence, sexual assault, stalking and late life domestic violence.
- A collaboratively developed multidisciplinary training conference focused on increasing the skills of criminal justice professionals on violence against women which may include domestic violence, elder abuse, sexual assault, stalking and human trafficking.



## **V. Victim Advocacy/Victim Intervention**

**Goal 1:** To strengthen and enhance victim service provider's capacity to respond to victims of domestic violence, sexual assault and stalking victim safety and hold offenders accountable.

### **Project Examples:**

- Support efforts to ensure that starting January 5, 2009 all victims of sexual assault who request a forensic exam are provided one regardless of their participation with the criminal justice system, including talking to police and filing a report.
- Support domestic violence, sexual assault and stalking victim safety and offender accountability by enhancing victim access to the criminal justice system and support services. Advocacy activities should include support of advocacy teams in various settings including but not limited to shelters/safe homes, courts, law enforcement agencies, hospitals, victim advocacy centers and faith-based organizations. Project design and implementation should be culturally sensitive.
- Support of culturally sensitive therapy and/or counseling services to victims/survivors of sexual assault, domestic violence and/or dating violence. Therapy and/or counseling services (individual and/or group) shall be provided by a licensed behavioral health service agency and licensed Masters level behavioral health staff members who are experienced working with victims/survivors of sexual assault, domestic violence and/or dating violence.
- Continue and/or strengthen projects that provide civil legal services to battered immigrant women who are identified under the provision of VAWA 2000 and 2005.
- Establish or strengthen projects to recruit, train and coordinate attorneys who will provide pro bono civil legal assistance to domestic and sexual violence victims.

**NOTE:** With the passage of VAWA 2005 **there are new activities that STOP funding can be used for.**

- 1.) STOP funds may be used for health care providers' time conducting forensic examinations, if two requirements are met:
  - a. the examinations are performed by specially trained examiners for victims of sexual assault (such as Sexual Assault Nurse Examiners (SANEs) or Sexual Assault Forensic Examiners (SAFEs)); and
  - b. the jurisdiction does not require victims of sexual assault to seek reimbursement from their insurance carriers for the exam.
- 2.) As stated in the "What is the STOP Violence Against Women Formula Grant Program?" section, STOP can now fund teen dating violence.

In addition, applicants may propose additional or alternative activities/purposes that meet the needs of their respective regions of the state, provided that the activity/purpose meets one or more of the STOP Grant fourteen (14) purpose areas.

## **How Do I Apply?**

Applicants will be required to submit the documents and exhibits/attachments being requested as outlined in this RFGA. To prepare your application, read this document and its exhibits/attachments, follow the Grant Application Format and Guidelines section of this document, prepare a budget and budget narrative. **Refer to the Checklist on page 41 to verify inclusion of all required documentation and the proper format.**

The Governor's Office for Children, Youth and Families shall be responsible for the overall management of the STOP Violence Against Women Grant project. The Governor's Office for Children, Youth and Families is responsible for all activities related to submission, review of applications, awarding of contracts, and all subsequent program monitoring.

### **Applicant Contacts**

The Governor's Office for Children, Youth and Families will address questions regarding this Request for Grant Application, including technical specifications, proposal process, etc. For questions, please contact Sarah Bean via email: [sbean@az.gov](mailto:sbean@az.gov) or via fax: (602) 542-3520. Applicants may not contact the employees of the Governor's Office for Children, Youth and Families regarding this procurement activity while the proposal and evaluation are in process.

### **Please follow these instructions in preparing your grant application**

1. Read and familiarize yourself with all sections of this Request for Grant Application (RFGA) document.
2. Attend, if necessary, the Pre-Application Conference on September 19, 2008, from 9:00 am – 12:00 Noon (AZ-MST), at the State Capitol, Executive Tower, Grand Canyon Room (Basement), 1700 W. Washington, Phoenix. The Pre-Application Conference will clarify the contents of the RFGA in order to prevent any misunderstanding of the Governor's Office for Children, Youth and Families position. Any doubt as to the requirements of the RFGA or any apparent omission or discrepancy should be presented to the Governor's Office for Children, Youth and Families at the Conference. The Governor's Office for Children, Youth and Families will then determine the appropriate action necessary, if any, and issue a written amendment to the RFGA. Oral statements or instructions shall not constitute an amendment to the RFGA. Written amendments are posted to the Governor's website, <http://gocyf.az.gov/Grants/index.asp>. It is the sole responsibility of the prospective applicant to view the website for updated information. Applicants may not contact any employee of the Governor's Office for Children, Youth and Families concerning this solicitation while the application and evaluations are in process. **Attendance at the Pre-Application Conference is encouraged, but not mandatory.** Questions concerning this solicitation should be directed to Sarah Bean by emailing [sbean@az.gov](mailto:sbean@az.gov) or in writing by faxing your question to (602) 542-3520.

3. **Submit one (1) original and six (6) copies of your application.** The original copy of your application should be clearly marked “**ORIGINAL**”. The Governor’s Office for Children, Youth and Families will not provide any reimbursement for the cost of developing or presenting applications in response to this RFGA. Failure to include the requested information may have a negative effect on the evaluation of the applicant’s application.
4. Grant applications must be received by the Governor’s Office for Children, Youth and Families, 1700 W. Washington, Suite 101, Phoenix, Arizona, 85007 **no later than 3:00 PM (AZ-MST), October 17, 2008. TELEFAXED, ELECTRONIC OR LATE APPLICATIONS SHALL NOT BE ACCEPTED.**
5. Additional materials such as promotional brochures or examples of other programs should be submitted only if they directly relate to the information requested in the application.
6. Applications shall be opened publicly at the time and place designated on the cover page of this document. The name of each applicant shall be read publicly and recorded.
7. Applications shall be irrevocable for 150 days after the RFGA due date and time.
8. In the event that the proposals received exceed the budget limitations, the Governor’s Office for Children, Youth and Families reserves the option to request a reduction in the scope of the applicant’s proposed program. If such an option is exercised by the Governor’s Office for Children, Youth and Families, funds shall be awarded according to priority scores. Revised budget documents will be required. The Governor’s Office for Children, Youth and Families reserves the right to award contracts for less than the proposed price.
9. Keep a copy of this solicitation and your grant proposal. If awarded, the Subgrantee shall be bound to the services listed by the grant proposal and based upon the solicitation, including all terms, conditions, specifications, amendments, etc.

### **How Will the Applications be Evaluated?**

The review committee to evaluate applications and select those for an award will use the following criteria.

- Priority points will be given to counties considered to be rural as designated by the U.S. Department of Health and Human Services, Office of Rural Health (<http://ftp.hrsa.gov/ruralhealth/Eligibility2005.pdf>) and applications supporting underserved populations. The federal definition for underserved is found at [http://www.ovw.usdoj.gov/docs/overarching\\_definitions.pdf](http://www.ovw.usdoj.gov/docs/overarching_definitions.pdf). In order to be eligible for the priority points programs must score a minimum of 65% in each evaluation category.

## **Evaluation Criteria**

Problem Statement/Needs Assessment	(30%)
Goals and Outcome Objectives	(20%)
Strategies and Approaches	(10%)
Implementation Plan	(10%)
Organizational Capacity and Infrastructure	(10%)
Fiscal Capacity/Budget	(10%)
Evaluation	(10%)

**Those applicants not selected for funding will be notified in writing; however, pursuant to A.R.S. §41-2702 (E), all applications shall not be open for public inspection until after grants are awarded. A.R.S. §41-2702 (G) also states the evaluator assessments shall be made available for public inspection no later than thirty (30) days after a formal award is made.**

## **TECHNICAL REQUIREMENTS**

Applications will be reviewed initially for compliance with technical requirements.

**NONCOMPLIANCE WITH THESE REQUIREMENTS MAY RESULT IN THE APPLICATION BEING DEEMED NON-RESPONSIVE, AND THEREFORE, NOT SUSCEPTIBLE TO AWARD.**

- ❑ Responses should be typed, single-spaced with one-inch margins or wider with a 12-point font used.
- ❑ Applications are NOT to be bound in spiral binders or in 3-ring notebooks. Please submit your applications either stapled in the upper left-hand corner or use a binder clip.
- ❑ Applications should be single sided, NOT duplexed.
- ❑ Number all pages and include a table of contents that follows the underlined sections below.
- ❑ Enclose **one (1) original** copy marked "**ORIGINAL**" and **six (6)** additional copies.
- ❑ A signed Offer and Acceptance (SPO Form 203) document must be submitted.  
**THIS DOCUMENT MUST HAVE AN ORIGINAL SIGNATURE.**
- ❑ Any amendments, if applicable, must be submitted **SIGNED** as part of the application.
- ❑ All Exhibits must be completed as instructed.
- ❑ The organization name and the Request for Grant Application Number **ST-WSG-09-9365-00** must be **CLEARLY** marked on the outside of the sealed envelope/package.

## **APPLICATION REQUIREMENTS**

**1. EXECUTIVE SUMMARY (Required - one page maximum).**

Provide a one-page narrative overview of the project that includes a brief summary of the program goals, objectives, methods to be used and collaboration efforts.

**2. PROBLEM STATEMENT/NEEDS ASSESSMENT (30%) (Required - four pages maximum, not including attachments)**

This component creates a foundation for the proposal by focusing on: problem identification; the targeted individuals or groups to be reached; other individuals or groups who will play a role in the development or implementation of the program; the gathering and analysis of data that will establish the needs to support the identified problem; and the identification of other resources currently directed toward the identified problem. Please address each point:

***Provide a narrative response to each of the following.***

- A. State the problem or issue addressed in this proposal.
- B. Based on the stated problem, what group(s) of people or communities will the proposal be targeting, i.e. your target population. Who are the other individual groups (or key stakeholders) that are involved in the development and/or implementation of the proposed project?
- C. What resources (federal, state, local) in your community and/or within your organization are currently being directed toward the stated problem? How does this proposed project support those efforts or enhance your program efforts?
- D. Identify the external team. If this project involves a partnership of two or more entities, a signed MOU, that describes individual involvement, specific roles and responsibilities, must be included with the application in order for the proposal to be accepted for the evaluation review process.
- E. Describe any existing coordinated community response efforts directed towards sexual and or domestic violence including other local agencies that are addressing the identified problem.
- F. Identify the internal team. Who are the individuals within the applicant's organization involved in the development and implementation of the project and what are the specific roles of these individuals?
- G. Describe the current ability of the applicant to meet the identified needs. Provide examples of related projects that have been implemented as well as the outcomes of these projects.
- H. Applications requesting a continuation of current STOP funding must provide a summary that describes the successes, challenges and outcomes of the current

STOP project and describe what impact the project has had in addressing violence against women.

**3. GOALS AND OUTCOME OBJECTIVES (20%) (Required- four pages maximum, not including attachments)**

This component should include broad statements of intent (goals) and the measurable, time-specific outcomes (objectives) that directly link with the identified problem/needs. Goals are general statements of long-range benefits that reflect what changes are desired within a targeted population or community area. Outcome objectives are specific, quantified statements of expected outcomes of the project. These performance measures should be described in terms of events that can be realistically achieved within the STOP grant time constraints and available resources. Each objective should describe a change in condition, knowledge, attitude or skill as a result of the proposed project. It is critical to develop project measurement tools that can accurately track the stated outcome objectives. The goals and objectives should be related to the problem/needs described above. Victim behavior and/or choices should not be used as an outcome measure to evaluate the success of the project.

***Provide a narrative response to each of the following.***

- A. State the goal(s) that will address the identified problem/need.
- B. For each goal, identify an outcome objective(s) that:
  - i. Describes what will change in the targeted population/area (e.g. behavior/attitudes, impact on indicators/statistics, etc.)
  - ii. Quantifies how much will change (e.g. increase or decrease in numbers, percentages, etc.)
  - iii. Gives a specific date by which the change(s) will occur.
- C. Explain how the goals and outcome objectives are linked to the identified problem/needs.

**4. STRATEGIES/APPROACHES (10%) (Required - three pages maximum, not including attachments)**

This module identifies and describes the activities, services or interventions chosen to reach the stated goals and outcome objectives.

***Provide a narrative response to each of the following.***

- A. Describe the strategies/approaches or proven effective program that will be used to meet the goals and objectives.
- B. Identify/explain how the selected strategies/approaches fit with the identified problem/need and will lead to achieving the stated goals and objectives using research-based theory and/or best practices.
- C. Explain how the selected strategies/approaches or proven effective program applies to the targeted population and explain how the selected strategies/approaches or

proven effective programs are culturally competent, age appropriate and gender responsive.

- D. You may attach relevant research proving the effectiveness of the proposed program or strategy.
- E. What evidence is there to support community readiness to improve current conditions and implement the selected strategies/approaches?

**5. IMPLEMENTATION PLAN (10%) (Required - four pages maximum, not including attachments)**

This component focuses on the steps that must be taken to put the program strategies/approaches into action. It should include all the elements that will be required to operationalize the strategies for the duration of the grant.

**Implementation/Work Plan Activities**

- A. Develop a set of process objectives that will be used to measure the effectiveness of the implementation of the selected strategies or proven program (e.g. number of participants attending/completing, participant satisfaction, adequacy of resources, timely completion of activities, etc.) (Complete Exhibit J.)
- B. Sequentially list the activities needed to implement the strategies/approaches including timelines and responsibilities as they related to the achievement of the process objectives. (Complete Exhibit K.)
- C. Describe the plan for recruiting and retaining participants/clients.
- D. Describe any anticipated barriers to participation and/or completion and your plans to overcome those barriers.
- E. Describe any training that will be needed for existing and/or new staff. How and when will this training be delivered?

**6. ORGANIZATIONAL CAPACITY AND INFRASTRUCTURE (10%) (Required – four pages maximum, not including attachments)**

***Provide a narrative response to each of the following.***

- A. Describe your organization's capacity to implement the proposed program. Provide examples of experience in implementing related programs and the outcomes of those programs. It should be noted that past performance on any grants from the Governor's Office for Children, Youth and Families, other state agencies, or other grants in general may be taken into consideration in evaluation of your proposal. (Exhibit E should be used to list the offeror's experience.)
- B. Describe what capacity building will be needed in order to implement the strategies/approaches? This may include additional resources, establishing or strengthening relationships with collaborators, increasing staff, adding data or

financial systems, contracting with consultants or providers, and necessary equipment.

- C. Describe staff accountabilities and qualifications. List how much time each person will spend on the project. In addition, attach resumes for key individuals involved in the project or job descriptions for positions to be filled. Provide an organization chart for the project. (Exhibit F for listing staff qualifications).
- D. Organizations with a Board of Directors must provide a current list of Board members and identify each member's area of expertise and professional affiliation. (Board of Directors list is not included in page limit.)
- E. Proposals that require a detailed Memorandum of Understanding (MOU) must clearly outline the roles and responsibilities of each partner and includes authorizing signatures from all parties to the MOU. **Applicants must include a MOU(s) as described above in order for the proposal to move forward in the evaluation review process.** (See MOU Requirements on page 14).
- F. Complete the GOCYF Standard Data Collection Form. (Exhibit G)
- G. Describe your organization's Business Management System by completion of the Financial Systems Survey. (Exhibit H)
- H. Read and sign Exhibit I - **ASSURANCES for Non-Construction Programs.**

**7. FISCAL CAPACITY / BUDGET (10%) (Required – four pages maximum, not including attachments)**

Funding shall be limited to those items specifically listed in the proposed budget and support the scope of work proposed. Total funding may not be modified following award of the Contract. After award, requests for line item modifications that do not change the total program funding, must be requested in writing. If approval of the change is granted, written authorization from the Governor's Office for Children, Youth and Families will be provided. Match must be included in the budget and budget narrative (except tribal and victim services that are not providing match.) All budget forms must be signed by an authorized agency representative.

- A. Complete the attached budget sheets. (Exhibit A, B, and C)
- B. List all other sources of funding currently received from the Governor's Office for Children, Youth and Families, other State or public agencies, Federal agencies, non-profit organizations and any other sources that will be applied to the proposed program. (Exhibit D)
- C. All budgets should include expenditures for participation in a one-day technical assistance meeting following contract award. Subgrantee shall send two (2) representatives (one program and one financial) to this meeting. Include costs of travel, hotel and per diem to the Phoenix area for two representatives.



- D. A 25% match is required for the STOP Grant. Tribal or victim service applicants are not required to provide a match; however they can do so voluntarily. If a tribe or victim service provider chooses to voluntarily include match on their application, those applicants will be held accountable for that match. Match funds are subject to financial and programmatic monitoring by the Governor's Office for Children, Youth and Families. (Please see Program Specific Requirements on page 25).

**8. EVALUATION (10%) (Required – four pages maximum, not including attachments)**

This component will address questions about how the program is working and what can be done to make the program more effective. The evaluation should be directly connected to both the process objectives included in the Implementation Plan module and the outcome objectives stated in the second module, Goals and Outcome Objectives. The process evaluation should measure program fidelity by assessing which activities were implemented and the quality, strengths and weaknesses of the implementation. The outcome evaluation should determine the extent to which the program has accomplished the stated goals and outcome objectives. Applicants must include a plan for evaluation by completing the following questions.

- A. Who will have overall responsibility for the process and outcome evaluations?
- B. What resources (e.g. personnel, supplies, etc.) will be needed to evaluate the program? The funds dedicated to evaluation should be reflected in the budget.

**Process Evaluation**

- A. How will each process objective be measured (e.g. attendance sheets, adequacy of materials and resources, participant satisfaction surveys, etc.)? (Complete last column of Exhibit J).
- B. Describe the plan for evaluating the process objectives including timelines for collecting and analyzing data. Who will have overall responsibility for the process evaluation?
- C. What data will be used? How will this data be collected and who will collect it? How will this data be organized once it has been collected? What procedures will be put in place to assure the quality of your data (e.g. training for data collectors, data collection forms, timeliness in administering tools)?
- D. How will this data be analyzed?

**Outcome Evaluation**

The outcome evaluation design/methodology must include valid, reliable assessment tools and include pre and post measurements. Include a sample of the evaluation tool(s) (e.g. pre/post tests) that will be used to measure each of the outcome objectives.

- A. Describe the plan for evaluating the outcome objectives including timelines for collecting and analyzing data by completing Exhibit L.

- B. What data will be used? How will this data be collected and who will collect it? How will this data be organized once it has been collected? What procedures will be put in place to assure the quality of the data (e.g. training for data collectors, data collection forms, timeliness in administering tools)?
- C. How will this data be analyzed and distributed?

### **Continuous Quality Improvement**

- A. Describe the plan to use the results of your evaluation to continuously improve the quality of the program throughout the duration of this grant.
- B. Describe your sustainability plan to continue this project beyond the current funding period.

## **PROGRAM SPECIFIC REQUIREMENTS**

The following restrictions and requirements shall apply to all proposals:

1. Match Requirement: Pursuant to federal statute, as amended in VAWA 2005, a grant made under the STOP Formula Grant Program may not cover more than 75% of the total costs of the project funded. No matching funds are required by tribes or victim service providers. However, if a tribe or victim service provider chose to provide match in their application, applicants will be held accountable for that match.

Purpose: To augment the amount of resources available to the project from grant funds and to foster the dedication of state, local, and community resources to the purposes of the project. The costs of activities counted, as match must be directly related to the project goals and objectives. For example, if half of an advocate's time is supported with grant funds, that advocate must track all of his or her time to demonstrate that 50% of it was devoted to the grant funded project. In-kind match must be documented in the same manner as grant funded activities.

A 25% non-federal match is required on the total program amount, and the source must be documented. This match may be cash or in-kind services. Indirect costs are not allowed for the match requirement. Subgrantee projects, except tribal and victim services, are subject to the 25% match requirement.

- In-kind services must be documented. Examples may include donations of expendable equipment, office supplies, workshop or classroom materials, work space or the monetary value of time contributed by professional and technical personnel and other skilled labor if the services they provide are an integral and necessary part of the funded project. The value placed on loaned or donated equipment may not exceed its fair rental value. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the organization or the labor market. Fringe benefits may be included in the

valuation. Volunteer services must be documented and to the extent feasible, supported by the same methods used by the recipient organization for its own employees. The value of donated space may not exceed the fair rental value of comparable space as established by independent appraisal of comparable space and facilities in a privately owned building in the same locality.

- All funds designated as match are restricted to the same uses as the STOP Violence Against Women project funds and must be expended within the grant period. Applicants are contractually obligated to fulfill the agreed upon amount of match that is offered.

The 25% matching funds are calculated on the total project costs. A simple formula for calculating the required 25% is as follows:

Divide the federal funds you are requesting by 3. This provides the required match. Add the federal funds requested plus your match to equal the total project cost.

**Example:**               \$30,000 federal funds requested  
                               $\$30,000 \div 3 = \$10,000$  (required match)  
                               $\$30,000 + \$10,000 = \$40,000$  (total project cost)  
                               $\$40,000 \times 25\% = \$10,000$

2. The Governor's Office for Children, Youth and Families shall be responsible for overall management of the STOP Violence Against Women Formula Grant program. You will be provided a contact name and number for staff responsible for management of this program. A contract file shall be set up in the Governor's Office for Children, Youth and Families. Program monitoring will be the responsibility of the Division for Women and fiscal monitoring will be the responsibility of the Division of Finance and Administration.
3. Keep a copy of this solicitation and your grant proposal. If awarded, the Subgrantee shall be bound to the services listed in the grant proposal and based upon the solicitation, including all terms, conditions, specifications, amendments, etc.
4. No construction costs are permitted.
5. Subgrantees are prohibited from generating program income for projects supported by this STOP Grant.
6. Therapy and/or counseling services (individual and/or group) shall be provided by a licensed and/or dating violence behavioral health service agency and licensed Masters level behavioral health staff members who are experienced working with victims/survivors of sexual assault, domestic violence.
7. Grant funds must supplement and not supplant state, federal or local funds. Subgrantees shall identify the current sources of funding including federal and non-federal monies by completing a Disclosure Form (Exhibit D).
8. Tribal governments are eligible to apply as subgrantees; however, Reservations that cross state lines may apply for only the proportionate share of their population residing within the

boundaries of this state. Services and partnerships shall occur in Arizona with respect to Arizona organizations and entities.

9. Reimbursement for attendance at any Office on Violence Against Women sponsored conferences shall generally be limited to your organization's written travel policies, but cannot exceed the federal rate for the geographic location of the conference. Any exception to this policy must be justified as cost effective and will require prior approval of the Governor's Division for Women. Conference costs that exceed the federal and/or state rate and are incurred without prior justification and approval shall not be allowed.
10. Subgrantee agrees to use the federally approved consultant rate of not more than \$450 per day. Any consultant/speaker charge in excess of this rate will require prior approval from the Office on Violence Against Women. Specific detailed justification must be requested through the Governor's Division for Women and approved before obligation or expenditure of such funds.
11. Subgrantee shall comply with the United States Department of Justice regulations governing Equal Employment Opportunity. Upon award of the grant, those subgrantees with 50 employees or more are required to file their Equal Employment Opportunity Plan (EEO) or EEO Short Form, with the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights within 60 days of award.
12. Subgrantee shall comply with the United States Department of Justice regulations governing research programs containing human subject testing with STOP Violence Against Women Grant funds.
13. Subgrantee shall submit one (1) copy of all reports and proposed publications resulting from this agreement twenty (20) days before public release. Any publications (written, visual, or sound) whether published at the Subgrantee or government's expense shall contain the following statements:

*This project was supported by STOP Grant No. \_\_\_\_\_,  
awarded by the Office on Violence Against Women, U.S. Department of Justice  
and the Governor's Office for Children, Youth and Families, Division for Women.*
14. The Subgrantee shall notify the Governor's Office for Children Youth and Families in writing, thirty (30) days in advance, of any changes in the program that will directly affect service delivery under the terms of the contract. No changes shall be implemented without the prior written approval of a formal contract amendment by the Governor's Office for Children, Youth and Families.
15. The Subgrantee shall be paid on a cost-reimbursement basis. The reimbursement amount is to be determined on the cash basis of accounting. The reimbursement request must be submitted no often than monthly and no less than quarterly for those items submitted and approved in the budget inclusively. Draw down schedules will be provided upon award. Subgrantee shall submit a final reimbursement request no more than forty-five (45) days after the contract end for expenses obligated prior to the date of contract termination. All expenses must be liquidated prior to the final reimbursement request. Requests for reimbursement received later than forty-five (45) days after the contract termination will not

be paid. If awarded a contract, your organization must have sufficient funds to meet obligations for up to sixty (60) days while awaiting reimbursements from the Governor's Office for Children, Youth and Families.

16. Financial reimbursements and budget changes must be sent to:

Nick Klofkorn, Financial Administrator  
Governor's Office for Children, Youth and Families  
Division of Finance and Administration  
1700 West Washington, Suite 101  
Phoenix, Arizona 85007

17. Programmatic reports and requests for program changes must be sent to:

Leah Meyers, Program Administrator  
Governor's Office for Children, Youth and Families  
Division for Women  
1700 West Washington, Suite 101  
Phoenix, Arizona 85007

18. Notwithstanding any other payment provision of this contract, failure of the Subgrantee to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payment under this contract unless such failure arises of causes beyond the control and without the fault of negligence of the Subgrantee.

19. Reports and Payment: The Subgrantee shall submit activity reports (e.g. programmatic, and financial reports, etc.) as required by the Governor's Division for Women and the Governor's Division of Finance and Administration. Additionally, Exhibit G, the Governor's Office for Children, Youth and Families Standard Data Collection Form for the Grant Management Information System, should be completed and submitted with the application.

The Subgrantee shall submit quarterly progress narrative reports that address both federal VAWA funded activities and matching fund activities. The report shall contain such information as deemed necessary by the Governor's Division for Women, Governor's Office for Children, Youth and Families. Failure to submit timely reports will result in suspension of reimbursement

Subgrantee shall complete the required Office on Violence Against Women Annual Progress Report, due by January 15th. The report and instructions may be accessed online at <http://muskie.usm.maine.edu/vawamei>.

20. Each successful applicant who is awarded \$25,000 or more must provide the following prior to a contract being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the contract.

## TERMS AND CONDITIONS

1. Term of Contract: The term of the contract shall commence January 1, 2009 and shall remain in effect until December 31, 2009 contingent upon final federal award, unless terminated, canceled or extended as otherwise provided herein.
2. Funding: Requested funding must be submitted in an all-inclusive basis. The Governor's Office for Children, Youth and Families will not reimburse any item other than the all-inclusive funding contained on the budget forms.
3. Contract Renewal: The contract shall not bind nor purport to bind the Governor's Office for Children, Youth and Families for any contractual commitment in excess of the original contract period or amount. The Governor's Office for Children, Youth and Families shall have the right, at its sole option, to renew the contract. If the Governor's Office for Children, Youth and Families exercise such right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
4. Key Personnel: It is essential that the Subgrantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Subgrantee must assign specific individuals to the key programmatic and fiscal positions. **Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the Governor's Office for Children, Youth and Families. Direct service personnel must have domestic violence and or sexual assault experience upon employment or trainings must be provided within 1 month of hire. The Governor's Division for Women shall receive documentation identifying the trainer, topic areas covered, date and length of time of training.** The fiscal person listed on the Standard Data Collection Form (Exhibit G) is considered a Key Person for this grant. It is the preference of the Governor's Office for Children, Youth and Families that the Subgrantee require current state certification and/or licensure as a condition of employment for those individuals providing direct behavioral and medical health services to youth.
5. Multiple Awards: In order to ensure adequate coverage of Governor's Office for Children, Youth and Families requirements, multiple awards may be made.
6. Records: At any time during the term of this contract, and at any time within three (3) years after the closing of the federal grant, the Subgrantee's or any subcontractor's books and records shall be subject to an audit by the State or Federal Government, to the extent that the books and records relate to the performance of the contract or subcontract. All records shall be subject to inspection and audit by the State or Federal government at reasonable times. Upon request, the Subgrantee shall produce a legible copy of any or all such records.
7. Single Audit: In compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), grant sub-recipients, as prescribed by the President's Council on Integrity and

Efficiency Position #6, organizations expending \$500,000 or more of Federal funds from all sources, must have an annual audit conducted in accordance with OMB Circular #A-133, "Audits of States, Local Governments and Non-profit Organizations." **If you have expended more than \$500,000 in federal dollars, a copy of your audit report for the previous fiscal year must be submitted with your application.**

8. Audit Trails: Subgrantee shall maintain proper audit trails for all reports related to this contract. The Governor's Office for Children, Youth and Families reserves the right to review all program records.
9. Fund Management: The Subgrantee must maintain funds received under this contract in separate ledger accounts and cannot mix these funds with other sources. Subgrantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Subgrantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- a. Financial Management
- b. Procurement
- c. Personnel
- d. Property
- e. Travel

A system is adequate if it is: 1) **written**; 2) **consistently followed** – it applies in all similar circumstances; and 3) **consistently applied** – it applies to all sources of funds. The Governor's Office for Children, Youth and Families reserves the right to review all business systems policies.

10. Non-Discrimination: All parties to this agreement agree to comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, and State Executive Order No. 99-4 which mandates that all persons, regardless of race, religion, handicap, color, age, sex, political affiliation or national origin shall have equal access to employment opportunities. All parties shall comply with 1) the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap; 2) all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor; 3) all applicable provisions and regulations relating to the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213); 4) all applicable provisions and regulations relating to Executive Order No. 13279 – Equal Protection of the Laws for Faith-based and Community Organizations.
11. Compliance With Applicable Laws: All parties to this agreement shall comply with all applicable federal, state and local laws.
12. Licenses: Subgrantee shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Subgrantee.

13. Amendments: Any change in the contract, including material changes to the scope of work and/or the budget described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Subgrantee and the Governor's Office for Children, Youth and Families. The Governor's Office for Children, Youth and Families may approve or reject any amendment, when necessary. Any such amendment shall specify an effective date, any increases or decreases in the amount of the Subgrantee's compensation if applicable and entitled as an "Amendment" and signed by the parties identified in the preceding sentence. The Subgrantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.
14. Availability of Funds for the Next Fiscal Year: Funds are not presently available for performance under this contract beyond the current fiscal year. No legal liability on the part of the Governor's Office for Children, Youth and Families for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract. The Governor's Office for Children, Youth and Families obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made.
15. Subcontractors: The Subgrantee agrees and understands that no subcontract which the Subgrantee enters into with respect to performance under this contract shall in any way relieve the Subgrantee of any responsibility for performance of its duties. **It is highly recommended by the Governor's Office for Children, Youth and Families that a Memorandum of Understanding or some other type of contract is in place between the Subgrantee and a Subcontractor for services to be performed, and in which a payment amount has been negotiated and approved, so as to avoid any misunderstanding between both parties.**
16. Paragraph Headings: The descriptive headings of this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions in this Contract.
17. No Waiver: Either party's failure to insist on strict performance of any term or condition of the contract shall not be construed as a waiver or relinquishment for the further performance of such provision.
18. Force Majeure: If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of god, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.



19. Offshore Performance of Work Prohibited: Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by sub-contractors at all tiers.

20. Arbitration: In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving rise to the dispute. The parties shall follow the procedures set forth in this section to facilitate a resolution and attempt to avoid litigation.

The parties shall negotiate in good faith to resolve the dispute within sixty (60) days of receiving notice of the existence of the dispute. However if the parties do not reach such resolution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules and in compliance with A.R.S. §12-1518.

21. Partial Invalidity: Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

22. Governing Law: This Agreement shall be governed and interpreted by the laws of the State of Arizona. The venue for any proceedings, actions, or suits arising from this Agreement shall be in Maricopa County, Arizona.

23. Authority to Execute this Contract: Each individual executing this Contract on behalf of the Subgrantee represents and warrants that he or she is duly authorized to execute this Contract.

24. Entire Contract: This Contract and its Exhibits/Attachments constitute the entire Contract between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Section twelve (12) of this Contract; provided, however, that Governor's Office for Children, Youth and Families shall have the right to immediately amend this Contract so that it complies with any new legislation, laws, ordinances, or rules affecting this Contract. The Subgrantee agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

25. Assignment and Delegation: Subgrantee may not assign any rights hereunder with the express, prior written consent of both parties.

26. Indemnification: Subgrantee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from

and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subgrantee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Subgrantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Subgrantee from and against any and all claims. It is agreed that Subgrantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Subgrantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Subgrantee for the State of Arizona.

27. Public Agency Language Only: Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnatee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."
28. Insurance Requirements: The Subgrantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Subgrantee, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Subgrantee from liabilities that might arise out of the performance of the work under this contract by the Subgrantee, its agents, representatives, employees or subcontractors, and Subgrantee is free to purchase additional insurance.

#### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

Subgrantee shall provide coverage with limits of liability not less than those stated below. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the Governor's Office for Children, Youth and Families, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the contract.

### 1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subgrantee".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subgrantee.

### 2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subgrantee, involving automobiles owned, leased, hired or borrowed by the Subgrantee".

### 3. **Worker's Compensation and Employers' Liability**

Workers' Compensation  
Statutory Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subgrantee.
- b. This requirement shall not apply to: Separately, EACH Subgrantee or

subcontractor exempt under A.R.S. §23-901, AND when such Subgrantee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor form.

#### **4. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Subgrantee warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subgrantee.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

### **B. ADDITIONAL INSURANCE REQUIREMENTS**

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Subgrantee, even if those limits of liability are in excess of those required by this Contract.
2. The Subgrantee's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Subgrantee shall not be limited to the liability assumed under the indemnification provisions of this Contract.

### **C. NOTICE OF CANCELLATION**

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Governor's Office for Children, Youth & Families, Sarah Bean, Procurement Specialist, 1700 W. Washington, Ste. 101, Phoenix, AZ 85007)** and shall be sent by certified mail, return receipt requested.

#### **D. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Subgrantee from potential insurer insolvency.

#### **E. VERIFICATION OF COVERAGE**

Subgrantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Governor's Office for Children, Youth & Families, Sarah Bean, Procurement Manager, 1700 W. Washington, Ste. 101, Phoenix, AZ 85007)**. The Governor's Office for Children, Youth and Families project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

#### **F. SUBCONTRACTORS**

Subgrantees' certificate(s) shall include all subcontractors as insureds under its policies **or** Subgrantee shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

#### **G. APPROVAL**

Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

#### **H. EXCEPTIONS**

**In the event the Subgrantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a**

**Certificate of Self-Insurance. If the Subgrantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.**

29. Confidentiality of Records: Subgrantee shall establish and maintain procedures and controls that are acceptable to the Governor's Office for Children, Youth and Families for the purpose of assuring that no information contained in its records or obtained from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the Governor's Office for Children, Youth and Families. The Subgrantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Subgrantee as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.
30. Confidential Information: If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Manager for the Governor's Office for Children, Youth and Families shall be so advised in writing (price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.A.C. R2-7-103, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision as noted in §41-2611 through §41-2616.
31. Cancellation: The Governor's Office for Children, Youth and Families reserves the right to cancel the whole or any part of the contract due to failure of the subgrantee to carry out any term, promise, or condition of the contract. The Governor's Office for Children, Youth and Families will issue a written ten (10) day notice of default to the Subgrantee for acting or failing to act as in any of the following:
- The Subgrantee provides personnel that do not meet the requirements of the contract.
  - The Subgrantee fails to perform adequately the services required in the contract.
  - The Subgrantee attempts to impose on the Governor's Office for Children, Youth and Families, personnel that are of an unacceptable quality.
  - The Subgrantee fails to furnish the required product within the time stipulated in the contract.
  - The Subgrantee fails to make progress in the performance of the requirements of the contract and/or gives the Governor's Office for Children, Youth and Families a positive indication that the Subgrantee will not or cannot perform to the requirements of the contract.

If the Subgrantee does not correct the above problem(s) within ten (10) days after receiving the notice of default, the Governor's Office for Children, Youth and Families may cancel the contract. If the Governor's Office for Children, Youth and Families cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

32. Cancellation for Conflict of Interest: The Governor's Office for Children, Youth and Families may, by written notice to the Subgrantee, immediately cancel this Contract without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating of the Contract on behalf of the Governor's Office for Children, Youth and Families is an employee or agent of any other party in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Such cancellation shall be effective when the parties to the Contract receive written notice from the Governor's Office for Children, Youth and Families, unless the notice specifies a later time.
33. Termination: The Procurement Manager for the Governor's Office for Children, Youth and Families reserves the right to terminate the contract at any time, for the convenience of the Governor's Office for Children, Youth and Families, without penalty or recourse, by giving written notice to the Subgrantee at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subgrantee under the contract shall, at the option of the Governor's Office for Children, Youth and Families, become property of the State of Arizona. The Subgrantee shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.
34. Suspension or Debarment Status: If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the applicant must include a letter with its application setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. The Governor's Office for Children, Youth and Families also may exercise any other remedy available by law.
35. Suspension or Debarment Certification: By signing the offer section of the Offer and Acceptance page, SPO Form 203, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The Governor's Office for Children, Youth and Families also may exercise any other remedy available by law.
36. Restrictions on Lobbying: The Subgrantee shall not use these funds to pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this agreement.

37. Fingerprinting: The provisions of A.R.S. §46-141 are hereby incorporated as provisions of this contract as they pertain to any new personnel not already covered by this requirement. When applicable, the Subgrantee shall assume the costs of fingerprint checks and may charge these costs to fingerprint its personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

Personnel who are employed by any Subgrantee, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Public Safety and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse. This contract may be canceled or terminated if the fingerprint check or the certified form of any person who is employed by a Subgrantee, whether paid or not, and who is required or allowed to provide services directly to juveniles discloses that a person has committed any act of sexual abuses of a child, including sexual exploitation or commercial sexual exploitation, or any act of child abuse or that the person has been convicted of or awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction.

38. Sectarian Requests: Funds may not be expended for any sectarian purpose or activity, including sectarian worship or instruction.

39. Ownership of Information: The Governor's Office for Children, Youth and Families reserves the right to review and approve any publications funded or partially funded through this contract. All publications funded or partially funded through this contract shall recognize the US Department of Justice, Office on Violence Against Women and the Governor's Office for Children, Youth and Families, Division for Women as the funding source.

40. Counterparts: This Contract may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Contract.

41. Federal Immigration Laws: By entering into this contract, the Subgrantee warrants compliance with the Federal Immigration and Nationality Act (NIFA) and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect throughout the term of the contract and any renewal period of the contract. The Subgrantee shall maintain Employment Eligibility Verification form (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under this contract.



## Checklist:

Use the following list to make sure your Grant Application for a STOP Violence Against Women Formula Grant is complete and meets the requirements specified in this request for grant applications:

- ☐ One (1) original copy marked "original", and six (6) additional copies.
- ☐ Completed and signed Offer and Acceptance form (SPO form 203)
- ☐ Table of contents.
- ☐ Project Executive Summary.
- ☐ Funds requested page, completed, signed and attached, Exhibit A.
- ☐ Budget summary, completed, signed and attached. Sample included in Exhibit B.
- ☐ Budget narrative for requested amount **and** for match, completed and signed. Sample included in Exhibit C.
- ☐ Disclosure form of other funding sources, completed and signed, Exhibit D.
- ☐ Program narrative.
- ☐ Offeror's Experience, Exhibit E.
- ☐ Personnel Staff Overview, Exhibit F.
- ☐ Standard Data Collection Form is completed and attached, Exhibit G.
- ☐ Financial Systems Survey is completed and attached, Exhibit H.
- ☐ Assurances for Non-Construction Programs, signed, Exhibit I.
- ☐ Process Objectives, Exhibit J.
- ☐ Implementation plan. Sample included in Exhibit K.
- ☐ Outcome Evaluation Plan, Exhibit L.
- ☐ Copy of policy which prohibiting the disclosure of a victim's name, address, telephone number, or any other identifying information without the prior voluntary written consent of the victim. If such a policy does not exist then a plan of how it will be developed within 60 days of receipt of grant funds.
- ☐ Page numbers are included on all pages, in sequence, twelve point font or larger and single-spaced, with one inch margins or wider.
- ☐ All documents requiring signatures should have **ORIGINAL** signatures.
- ☐ Do **NOT** bind your application in spiral binders or in 3-ring notebooks. Please submit your applications either stapled in the upper left-hand corner or use a binder clip.
- ☐ When submitting your application, insure your organization name and the Request for Grant Application Number **ST-WSG-09-9365-00** is **CLEARLY** marked on the outside of the **SEALED** envelope/package.
- ☐ It is the responsibility of each applicant to insure their application is delivered to the Governor's Office for Children, Youth, and Families **by the due date and time**. Allow for such contingencies as heavy traffic, weather, directions, parking, security, etc.

## **Exhibits and Attachments:**

- Exhibit A: Funds Requested Page
  - Exhibit B: Budget Summary Page
  - Exhibit C: Budget Narrative for requested dollar amount and for match
  - Exhibit D: Disclosure Form of other funding sources
  - Exhibit E: Offeror's Experience
  - Exhibit F: Personnel Staff Overview
  - Exhibit G: GOCYF Standard Data Collection Form
  - Exhibit H: GOCYF Financial Systems Survey
  - Exhibit I: Assurances for Non-Construction Programs, OMB Form 424B
  - Exhibit J: Process Objectives Worksheet
  - Exhibit K: Implementation Plan
  - Exhibit L: Outcome Evaluation Plan
- 
- Attachment A: Sample Certificate of Insurance
  - Attachment B: Overarching Definitions and Grant Conditions from VAWA 2005
  - Attachment C: OVW STOP Frequently Asked Questions
  - Attachment D: Sample Logic Model

## **Exhibit A**

### **Funds Requested Page**

1. The offeror must state a firm, fixed total guaranteed not-to-exceed amount of funds requested for STOP Violence Against Women Formula Grant Program.

\$\_\_\_\_\_ Component 1: Law Enforcement

\$\_\_\_\_\_ Component 2: Prosecution

\$\_\_\_\_\_ Component 3: Courts

\$\_\_\_\_\_ Component 4: Victim Services

Note: To determine the component for this project, please review Attachment B – Definitions.

2. The applicant shall identify the type of program it is proposing to provide. Please check one.

\_\_\_\_\_ Statewide program

\_\_\_\_\_ Regional program

\_\_\_\_\_ Local/Community program

3. The applicant shall indicate below the number of participants it proposes to serve with the program:

\_\_\_\_\_ Participants

4. Are you submitting this application for your proposed program as a faith-based organization?

YES \_\_\_\_\_

NO \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Job Title \_\_\_\_\_

## **Exhibit B**

### **Sample Line Item Budget**

This exhibit is provided as an example only. While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Professional Services, Travel, Pass-Through (i.e. Subgrants), Other Operating Expenses and Administrative/Indirect Costs. Please round budgets to the nearest ten dollars.

**Budget period: January 1, 2009 – December 31, 2009**

Budget Category	Line Item	Requested Funds	** Matching Funds/ Source	Total Cost
<b>Personnel and Fringe Benefits</b>				
Personnel	Project Director, Bob Williams, 75%, 12 months	\$33,000		\$33,000
	Project Director, Bob Williams, 25%, 12 months		\$11,000 (XYZ City)	\$11,000
Fringe Benefits	Agency Rate (18%)- Budget narrative should provide more detailed accounting of how this rate was determined for the agency. (Rounded)	\$5,900	\$2,000 (XYZ City)	\$5,900 \$2,000
<b>Contracted Services/Professional Services</b>				
Contract services	Program Evaluation – contractual data entry services (GHJ Evaluation, Inc.)	\$1,000		\$1,000
<b>Travel</b>				
	Project staff to attend program related training (300 miles x 44.5 cents per mile x 1 staff person) (Rounded)	\$130		\$130
<b>Pass Through</b>				
Subgrants	Stipends for school personnel 1 person - .10 FTE	\$1,000		\$1,000
<b>Supplies and Other Operating</b>				
	Postage (\$100/month x 12 months for monthly flier)	\$1,200		\$1,200
	Telephone for Bob Williams (\$90/month x 12 months)		\$1,080 (XYZ City)	\$1,080
<b>Administrative/Indirect Costs</b>				
	Please see narrative.			
<b>Total</b>		<b>\$42,230</b>	<b>\$14,080</b>	<b>\$56,310</b>

**\*As shown, a line item budget justification for each component MUST be included in the proposal that describes the procedure for determining the cost of budget categories. Detail in the line item budget narrative strengthens proposals. See the following page for budget narrative format.**

**\*\* List matching funds.**

\_\_\_\_\_  
**Authorized signature**

\_\_\_\_\_  
**Date**

## **Exhibit C**

### **Budget Narrative Sample**

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items that funds are being requested for. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate.

**Personnel:** Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also be sure to include the scheduled salary increases on the Budget Form.

**Fringe Benefits:** Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.

**Contracted Consultant/Professional Services:** If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the project. This category includes Evaluation Services. Information for Evaluation Professional Services should include who will be performing the evaluation, the type of work to be performed, and how the costs/rates are determined. Explain how all contracts will be procured.

**Travel:** Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel and the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the project). Applicants may follow their own established travel rates. However, the Governor's Office for Children, Youth and Families reserves the right to determine the reasonableness of those rates

**Pass Through/Subgrants:** In the event that this application represents a collaboration and the contract will be utilizing other Subgrantees to perform various components of the program, include a list of Subgrantees, programmatic work each Consultant will perform, and how costs for each Subgrantee are determined).

**Supplies and Operating Expenses:** Explain each supply item to be purchased, how the costs were determined and justify the need for the items. Items with a unit cost less than \$5,000 are considered supplies and should be listed in this category. All purchases should be made through competitive bid, state or local award, or established purchasing procedures.

**Administrative/Indirect Costs:** Administrative costs are general or centralized expenses of overall administration of an organization that receives grant funds and does not include particular project costs. For organizations that have an established federally approved indirect

cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.

Option A: Administrative Costs: With proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct funds requested of the grant request.

Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project. If you chose Option A, provide a listing of the items included in this category and a copy of the written allocation policy for these costs.

Option B: Federally Approved Indirect Costs: If your organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the grant request. Applicants must provide a copy of their federally approved indirect cost rate agreement.

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Authorized Signature\_\_\_\_\_ Date\_\_\_\_\_

Job Title\_\_\_\_\_

## **Exhibit D**

### **Disclosure of Other Funding Sources**

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding **for the proposed program\***. Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

<b>Type of Funding (Federal, State, local, other)</b>	<b>Received From</b>	<b>Amount</b>	<b>✓ If used for match on this grant</b>	<b>Ending Date</b>
<b>TOTAL:</b>				

**\*This table should include only those funds that will support the program detailed in this application.**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Job Title \_\_\_\_\_

## **EXHIBIT E**

### **Offeror's Experience**

The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Name and address of organization for which the service or activity was provided
Location where services or activities were conducted
Dates the service or activity was conducted (e.g. October 2001 – December 2001)
Describe the services or activities that were provided
Describe what was achieved with the services or activities (e.g. increased knowledge among 20% of program participants, reduced alcohol use by 10%, etc.)



## **EXHIBIT F**

### **Personnel Staff Overview**

The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

**In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key individuals involved in the project.**

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
Name:  Title:  FTE on this project:	
Name:  Title:  FTE on this project:	
Name:  Title:  FTE on this project:	
Name:  Title:  FTE on this project:	
Name:  Title:  FTE on this project:	
Name:  Title:  FTE on this project:	

## **EXHIBIT G**

### **Governor's Office for Children, Youth and Families Standard Data Collection Form for the Grant Management Information System (GIMS)**

#### **A. Agency Information:**

Program Name (if applicable) \_\_\_\_\_

Agency \_\_\_\_\_ Program Contact Person \_\_\_\_\_

Address \_\_\_\_\_ Position \_\_\_\_\_

Address \_\_\_\_\_ Email \_\_\_\_\_

City, State, Zip \_\_\_\_\_ Phone \_\_\_\_\_ x \_\_\_\_\_ Fax \_\_\_\_\_

County \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Agency Classification: \_\_\_\_\_ State Agency \_\_\_\_\_ County Government \_\_\_\_\_ Local Government \_\_\_\_\_ Schools \_\_\_\_\_ Tribal  
\_\_\_\_\_ Faith Based \_\_\_\_\_ Other

Have you previously conducted business with the State using this EIN: **Y** **N**. If **NO**, please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your application. <http://www.gao.state.az.us/onlineforms>

In which Congressional (Federal) District is your agency? Enter District # \_\_\_\_\_  
<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency? Enter District # \_\_\_\_\_  
<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding will your organization expend in your current fiscal year? \$ \_\_\_\_\_

What is your organization's fiscal year-end date? \_\_\_\_\_

Accounting Method: \_\_\_\_\_ Cash \_\_\_\_\_ Accrual \_\_\_\_\_ Modified

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? **Y** **N**

Please provide contact information of the audit firm conducting your audit:

Agency \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

#### **B. Proposed Program Information / Description:**

Amount requesting: \_\_\_\_\_

Service area of proposed program: \_\_\_\_\_

Target population of proposed program: \_\_\_\_\_

Number of participants to be served: \_\_\_\_\_

Please provide a **brief** description of the **proposed program** in 1 or 2 paragraphs.

C. Contact Information (Please copy this page as many times as needed.)

**Program Agency** – Indicates person with primary contact with the Governor’s Office for Children, Youth and Families and is directly responsible for ensuring that the program plan is implemented. All future program correspondence will be sent to **this person**.

**Fiscal Agency** - Indicates person responsible for financial matters pertaining to this grant.

**Collaborator** – Indicates all persons/agencies who have been identified as a collaborator, partner, host site as a requirement of this grant.

☐ **Program Agency**

☐ **Fiscal Agency**

☐ **Collaborator**

Agency \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

County \_\_\_\_\_

Contact Person \_\_\_\_\_

Position \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_ x \_\_\_\_\_ Fax \_\_\_\_\_

☐ **Program Agency**

☐ **Fiscal Agency**

☐ **Collaborator**

Agency \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

County \_\_\_\_\_

Contact Person \_\_\_\_\_

Position \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_ x \_\_\_\_\_ Fax \_\_\_\_\_

☐ **Program Agency**

☐ **Fiscal Agency**

☐ **Collaborator**

Agency \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

County \_\_\_\_\_

Contact Person \_\_\_\_\_

Position \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_ x \_\_\_\_\_ Fax \_\_\_\_\_

**Exhibit H**  
**Governor's Office for Children, Youth and Families**  
**Financial Systems Survey**

Name of Applicant: \_\_\_\_\_

**Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.**

As stewards of federal and state funds, the Governor's Office for Children, Youth and Families awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

**A. GENERAL INFORMATION**

1. Has your organization received a Federal or State Grant within the last two years?	<input type="radio"/> YES <input type="radio"/> NO
2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please <b>attach</b> a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.	<input type="radio"/> YES <input type="radio"/> NO
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please <b>attach</b> a complete copy of the most recent audited, reviewed or compiled financial statements.	<input type="radio"/> YES <input type="radio"/> NO
4. Please <b>attach</b> a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted	
5. Has your organization received funding from the Governor's Office for Children, Youth and Families within the past two years? If yes, specify the grant contract numbers: _____	<input type="radio"/> YES <input type="radio"/> NO
6. Has your organization been granted tax-exempt status by the Internal Revenue Service?	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A
7. If you answered YES to question #6, under what section of the IRS code? <input type="radio"/> 501 C (3) <input type="radio"/> 501 C (4) <input type="radio"/> 501 C (5) <input type="radio"/> 501 C (6) <input type="radio"/> Other. Specify: _____	
8. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	<input type="radio"/> YES <input type="radio"/> NO

**B. FUNDS MANAGEMENT**

1. Which of the following describes your organization's accounting system?	<input type="radio"/> Manual <input type="radio"/> Automated
--	---

	<input type="radio"/> Combination <input type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly <input type="radio"/> Other
2. How frequently do you post to the General Ledger?	<input type="radio"/> YES <input type="radio"/> NO
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	<input type="radio"/> YES <input type="radio"/> NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	<input type="radio"/> YES <input type="radio"/> NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs which account for 100% of each employee's time?	<input type="radio"/> YES <input type="radio"/> NO
6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	<input type="radio"/> YES <input type="radio"/> NO
7. How does your organization plan to charge common/indirect costs to this grant? <b>NOTE:</b> Those organizations using allocable direct charges <b>must attach</b> a copy of the methodology and calculations in determining those charges.  Those organizations using a federally approved indirect cost rate <b>must attach</b> a copy of the approval documentation issued by the federal government.	<input type="radio"/> Direct Charges <input type="radio"/> Utilizing an Indirect Cost Allocation Plan or Rate

### **C. INTERNAL CONTROLS**

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	<input type="radio"/> YES <input type="radio"/> NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	<input type="radio"/> YES <input type="radio"/> NO
3. Are all accounting entries and payments supported by source documentation?	<input type="radio"/> YES <input type="radio"/> NO
4. Are cash or in-kind matching funds supported by source documentation?	<input type="radio"/> YES <input type="radio"/> NO
5. Are employee time sheets supported by appropriately approved/signed documents?	<input type="radio"/> YES <input type="radio"/> NO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	<input type="radio"/> YES <input type="radio"/> NO

### **D. PROCUREMENT**

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	<input type="radio"/> YES <input type="radio"/> NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	<input type="radio"/> YES <input type="radio"/> NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	<input type="radio"/> YES <input type="radio"/> NO
4. Does the organization maintain a system of contract administration to ensure Consultant conformance with the terms and conditions of each contract?	<input type="radio"/> YES <input type="radio"/> NO
5. Does the organization maintain written procurement policies and procedures?	<input type="radio"/> YES <input type="radio"/> NO

### **E. CONTACT INFORMATION**

Please indicate the following information. In the event that the Governor's Office for Children, Youth and Families has questions about this survey, this individual will be contacted.

Prepared By: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone/Fax/Email: \_\_\_\_\_

### **F. CERTIFICATION**

I certify that this report is complete and accurate, and that the Consultant has accepted the responsibility of maintaining the financial systems.

\_\_\_\_\_  
Signature

### **G. COMMENT AND ATTACHMENTS**

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment.

Number of Attachments (please number each attachment): \_\_\_\_\_

COMMENTS:

## **EXHIBIT I**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040). Washington, DC 20503

### **ASSURANCES for NON-CONSTRUCTION PROGRAMS**

OMB Approval No 0348-0040

**NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.**

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to the nondiscrimination in the sale, rental or financing or housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. §276C and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster

Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air ) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §§470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED



## **EXHIBIT J**

### **Process Objectives**

The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

<b>Strategy/ Program</b>	<b>Key tasks (services) to be completed</b>	<b>How Many / How Much</b>	<b>Target Population OR Person Responsible</b>	<b>By when</b>	<b>As measured by</b>

## **EXHIBIT K**

### **Implementation Plan**

The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Process Objective (AS LISTED ON EXHIBIT J)	Activities	Person Responsible	Date Activity Will Be Completed/Timeline	Support Documentation

## **EXHIBIT L**

### **Evaluation Plan**

The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

<b>SITE/PROGRAM</b>	<b>EVALUATION QUESTION(S)</b>	<b>EVALUATION MEASURES/VARIABLES</b>	<b>EVALUATION METHODOLOGY</b>	<b>ANALYSIS PROCEDURES</b>

## Attachment A – Sample Certificate of Insurance

Prior to commencing services under this contract, the contractor must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

Name and Address of Insurance Agency:		Company Letter:	Companies Affording Coverage:		
		A			
		B			
Name and Address of Insured:		C			
		D			
<b>LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE</b>		<b>COMPANY LETTER</b>	<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>DATE POLICY EXPIRES</b>
Bodily Injury  Per Person  Each Occurrence  Property Damage  OR  Bodily Injury and  Property Damage  Combined			Comprehensive General Liability Form  Premises Operations  Contractual  Independent Contractors  Products/Completed Operations  Hazard  Personal Injury  Broad Form Property Damage  Explosion & Collapse (If Applicable)  Underground Hazard (If Applicable)		
Same as Above			Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits			Workmen's Compensation and Employer's Liability		
			Other		

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date  
Issued: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

## **Attachment B – Overarching Definitions and Grant Conditions from VAWA 2005**

### **42 U.S.C.A. §13925 Definitions and grant provisions**

#### **(a) Definitions In this title:**

##### **(1) Courts**

The term "courts" means any civil or criminal, tribal, and Alaska Native Village, Federal, State, local or territorial court having jurisdiction to address domestic violence, dating violence, sexual assault or stalking, including immigration, family, juvenile, and dependency courts, and the judicial officers serving in those courts, including judges, magistrate judges, commissioners, justices of the peace, or any other person with decision-making authority.

##### **(2) Child abuse and neglect**

The term "child abuse and neglect" means any recent act or failure to act on the part of a parent or caregiver with intent to cause death, serious physical or emotional harm, sexual abuse, or exploitation, or an act or failure to act which presents an imminent risk of serious harm. This definition shall not be construed to mean that failure to leave an abusive relationship, in the absence of other action constituting abuse or neglect, is itself abuse or neglect.

##### **(3) Community-based organization**

The term "community-based organization" means an organization that--

(A) focuses primarily on domestic violence, dating violence, sexual assault, or stalking;

(B) has established a specialized culturally specific program that addresses domestic violence, dating violence, sexual assault, or stalking;

(C) has a primary focus on underserved populations (and includes representatives of these populations) and domestic violence, dating violence, sexual assault, or stalking; or

(D) obtains expertise, or shows demonstrated capacity to work effectively, on domestic violence, dating violence, sexual assault, and stalking through collaboration.

##### **(4) Child maltreatment**

The term "child maltreatment" means the physical or psychological abuse or neglect of a child or youth, including sexual assault and abuse.

##### **(5) Court-based and court-related personnel**

The term "court-based" and "court-related personnel" mean persons working in the court, whether paid or volunteer, including--

(A) clerks, special masters, domestic relations officers, administrators, mediators, custody evaluators, guardians ad litem, lawyers, negotiators, probation, parole, interpreters, victim assistants, victim advocates, and judicial, administrative, or any other professionals or personnel similarly involved in the legal process;

(B) court security personnel;

(C) personnel working in related, supplementary offices or programs (such as child support enforcement); and

(D) any other court-based or community-based personnel having responsibilities or authority to address domestic violence, dating violence, sexual assault, or stalking in the court system.

##### **(6) Domestic violence**

The term "domestic violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving

grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**(7) Dating partner**

The term "dating partner" refers to a person who is or has been in a social relationship of a romantic or intimate nature with the abuser, and where the existence of such a relationship shall be determined based on a consideration of--

- (A) the length of the relationship;
- (B) the type of relationship; and
- (C) the frequency of interaction between the persons involved in the relationship.

**(8) Dating violence**

The term "dating violence" means violence committed by a person--

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (i) The length of the relationship.
- (ii) The type of relationship.
- (iii) The frequency of interaction between the persons involved in the relationship.

**(9) Elder abuse**

The term "elder abuse" means any action against a person who is 50 years of age or older that constitutes the willful--

- (A) infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical harm, pain, or mental anguish; or
- (B) deprivation by a person, including a caregiver, of goods or services with intent to cause physical harm, mental anguish, or mental illness.

**(10) Indian**

The term "Indian" means a member of an Indian tribe.

**(11) Indian country**

The term "Indian country" has the same meaning given such term in [section 1151 of Title 18](#).

**(12) Indian housing**

The term "Indian housing" means housing assistance described in the Native American Housing Assistance and Self-Determination Act of 1996 ([25 U.S.C. 4101](#) et seq., as amended).

**(13) Indian tribe**

The term "Indian tribe" means a tribe, band, pueblo, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation (as defined in, or established pursuant to, the Alaska Native Claims Settlement Act ([43 U.S.C. 1601](#) et seq.)), that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

**(14) Indian law enforcement**

The term "Indian law enforcement" means the departments or individuals under the direction of the Indian tribe that maintain public order.

**(15) Law enforcement**

The term "law enforcement" means a public agency charged with policing functions, including any of its component bureaus (such as governmental victim services programs), including those referred to in [section 2802 of Title 25](#).

**(16) Legal assistance**

The term "legal assistance" includes assistance to adult and youth victims of domestic violence, dating violence, sexual assault, and stalking in--

(A) family, tribal, territorial, immigration, employment, administrative agency, housing matters, campus administrative or protection or stay away order proceedings, and other similar matters; and  
(B) criminal justice investigations, prosecutions and post-trial matters (including sentencing, parole, and probation) that impact the victim's safety and privacy.

**(17) Linguistically and culturally specific services**

The term "linguistically and culturally specific services" means community-based services that offer full linguistic access and culturally specific services and resources, including outreach, collaboration, and support mechanisms primarily directed toward underserved communities.

**(18) Personally identifying information or personal information**

The term "personally identifying information" or "personal information" means individually identifying information for or about an individual including information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking, including--

(A) a first and last name;

(B) a home or other physical address;

(C) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number);

(D) a social security number; and

(E) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any of subparagraphs (A) through (D), would serve to identify any individual.

**(19) Prosecution**

The term "prosecution" means any public agency charged with direct responsibility for prosecuting criminal offenders, including such agency's component bureaus (such as governmental victim services programs).

**(20) Protection order or restraining order**

The term "protection order" or "restraining order" includes--

(A) any injunction, restraining order, or any other order issued by a civil or criminal court for the purpose of preventing violent or threatening acts or harassment against, sexual violence or contact or communication with or physical proximity to, another person, including any temporary or final orders issued by civil or criminal courts whether obtained by filing an independent action or as a pendente lite order in another proceeding so long as any civil order was issued in

response to a complaint, petition, or motion filed by or on behalf of a person seeking protection; and

(B) any support, child custody or visitation provisions, orders, remedies, or relief issued as part of a protection order, restraining order, or stay away injunction pursuant to State, tribal, territorial, or local law authorizing the issuance of protection orders, restraining orders, or injunctions for the protection of victims of domestic violence, dating violence, sexual assault, or stalking.

**(21) Rural area and rural community**

The term "rural area" and "rural community" mean--

(A) any area or community, respectively, no part of which is within an area designated as a standard metropolitan statistical area by the Office of Management and Budget; or

(B) any area or community, respectively, that is--

(i) within an area designated as a metropolitan statistical area or considered as part of a metropolitan statistical area; and

(ii) located in a rural census tract.

**(22) Rural state**

The term "rural State" means a State that has a population density of 52 or fewer persons per square mile or a State in which the largest county has fewer than 150,000 people, based on the most recent decennial census.

**(23) Sexual assault**

The term "sexual assault" means any conduct proscribed by chapter 109A of Title 18, whether or not the conduct occurs in the special maritime and territorial jurisdiction of the United States or in a Federal prison and includes both assaults committed by offenders who are strangers to the victim and assaults committed by offenders who are known or related by blood or marriage to the victim.

**(24) Stalking**

The term "stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to--

(A) fear for his or her safety or the safety of others; or

(B) suffer substantial emotional distress.

**(25) State**

The term "State" means each of the several States and the District of Columbia, and except as otherwise provided, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, and the Northern Mariana Islands.

**(26) State domestic violence coalition**

The term "State domestic violence coalition" means a program determined by the Administration for Children and Families under the Family Violence Prevention and Services Act ([42 U.S.C. 10410\(b\)](#)).

**(27) State sexual assault coalition**

The term "State sexual assault coalition" means a program determined by the Center for Injury Prevention and Control of the Centers for Disease Control and Prevention under the Public Health Service Act ([42 U.S.C. 280b](#) et seq.).

**(28) Territorial domestic violence or sexual assault coalition**

The term "territorial domestic violence or sexual assault coalition" means a program addressing domestic or sexual violence that is--

(A) an established nonprofit, nongovernmental territorial coalition addressing domestic violence or sexual assault within the territory; or

(B) a nongovernmental organization with a demonstrated history of addressing domestic violence or sexual assault within the territory that proposes to incorporate as a nonprofit, nongovernmental territorial coalition.

**(29) Tribal coalition**

The term "tribal coalition" means--

(A) an established nonprofit, nongovernmental tribal coalition addressing domestic violence and sexual assault against American Indian or Alaskan Native women; or

(B) individuals or organizations that propose to incorporate as nonprofit, nongovernmental tribal coalitions to address domestic violence and sexual assault against American Indian or Alaska Native women.

**(30) Tribal Government**

The term "tribal government" means--

(A) the governing body of an Indian tribe; or

(B) a tribe, band, pueblo, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation (as defined in, or established pursuant to, the Alaska Native Claims Settlement Act ([43 U.S.C. 1601](#) et seq.)), that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

**(31) Tribal nonprofit organization**

The term "tribal nonprofit organization" means--

(A) a victim services provider that has as its primary purpose to assist Native victims of domestic violence, dating violence, sexual assault, or stalking; and



(B) staff and leadership of the organization must include persons with a demonstrated history of assisting American Indian or Alaska Native victims of domestic violence, dating violence, sexual assault, or stalking.

**(32) Tribal organization**

The term "tribal organization" means--

(A) the governing body of any Indian tribe;

(B) any legally established organization of Indians which is controlled, sanctioned, or chartered by such governing body of a tribe or tribes to be served, or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities; or

(C) any tribal nonprofit organization.

**(33) Underserved populations**

The term "underserved populations" includes populations underserved because of geographic location, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.

**(34) Victim advocate**

The term "victim advocate" means a person, whether paid or serving as a volunteer, who provides services to victims of domestic violence, sexual assault, stalking, or dating violence under the auspices or supervision of a victim services program.

**(35) Victim assistant**

The term "victim assistant" means a person, whether paid or serving as a volunteer, who provides services to victims of domestic violence, sexual assault, stalking, or dating violence under the auspices or supervision of a court or a law enforcement or prosecution agency.

**(36) Victim services or victim service provider**

The term "victim services" or "victim service provider" means a nonprofit, nongovernmental organization that assists domestic violence, dating violence, sexual assault, or stalking victims, including rape crisis centers, domestic violence shelters, faith-based organizations, and other organizations, with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

**(37) Youth**

The term "youth" means teen and young adult victims of domestic violence, dating violence, sexual assault, or stalking.

**(b) Grant conditions**

**(1) Match**

No matching funds shall be required for any grant or subgrant made under this Act for --

(A) any tribe, territory, or victim service provider; or

(B) any entity, including a State, that--

(i) petitions for a waiver of any match conditions imposed by the Attorney General or the Secretaries of Health and Human Services or Housing and Urban Development; and

(ii) whose petition for waiver is determined by the Attorney General or the Secretaries of Health and Human Services or Housing and Urban Development to have adequately demonstrated the financial need of the petitioning entity.

**(2) Nondisclosure of confidential or private information**

(A) In general

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence,

sexual assault, or stalking, and their families, grantees and subgrantees under this title shall protect the confidentiality and privacy of persons receiving services.

**(B) Nondisclosure**

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not--

- (i) disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs; or
- (ii) reveal individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of persons with disabilities, the guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, person with disabilities, or the abuser of the other parent of the minor.

**(C) Release**

If release of information described in subparagraph (B) is compelled by statutory or court mandate--

- (i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and
- (ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

**(D) Information sharing**

Grantees and subgrantees may share--

- (i) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements;
- (ii) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and
- (iii) law enforcement- and prosecution-generated information necessary for law enforcement and prosecution purposes.

**(E) Oversight**

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

**(3) Approved activities**

In carrying out the activities under this title, grantees and subgrantees may collaborate with and provide information to Federal, State, local, tribal, and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking.

**(4) Non-supplantation**

Any Federal funds received under this title shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for activities under this title.

**(5) Use of funds**

Funds authorized and appropriated under this title may be used only for the specific purposes described in this title and shall remain available until expended.

**(6) Reports**

An entity receiving a grant under this title shall submit to the disbursing agency a report detailing the

activities undertaken with the grant funds, including and providing additional information as the agency shall require.

**(7) Evaluation**

Federal agencies disbursing funds under this title shall set aside up to 3 percent of such funds in order to conduct--

(A) evaluations of specific programs or projects funded by the disbursing agency under this title or related research; or

(B) evaluations of promising practices or problems emerging in the field or related research, in order to inform the agency or agencies as to which programs or projects are likely to be effective or responsive to needs in the field.

**(8) Nonexclusivity**

Nothing in this title shall be construed to prohibit male victims of domestic violence, dating violence, sexual assault, and stalking from receiving benefits and services under this title.

**(9) Prohibition on tort litigation**

Funds appropriated for the grant program under this title may not be used to fund civil representation in a lawsuit based on a tort claim. This paragraph should not be construed as a prohibition on providing assistance to obtain restitution in a protection order or criminal case.

**(10) Prohibition on lobbying**

Any funds appropriated for the grant program shall be subject to the prohibition in [section 1913 of Title 18](#), relating to lobbying with appropriated moneys.

**(11) Technical assistance**

Of the total amounts appropriated under this title, not less than 3 percent and up to 8 percent, unless otherwise noted, shall be available for providing training and technical assistance relating to the purposes of this title to improve the capacity of the grantees, subgrantees, and other entities. If there is a demonstrated history that the Office on Violence Against Women has previously set aside amounts greater than 8 percent for technical assistance and training relating to grant programs authorized under this title, the Office has the authority to continue setting aside amounts greater than 8 percent.

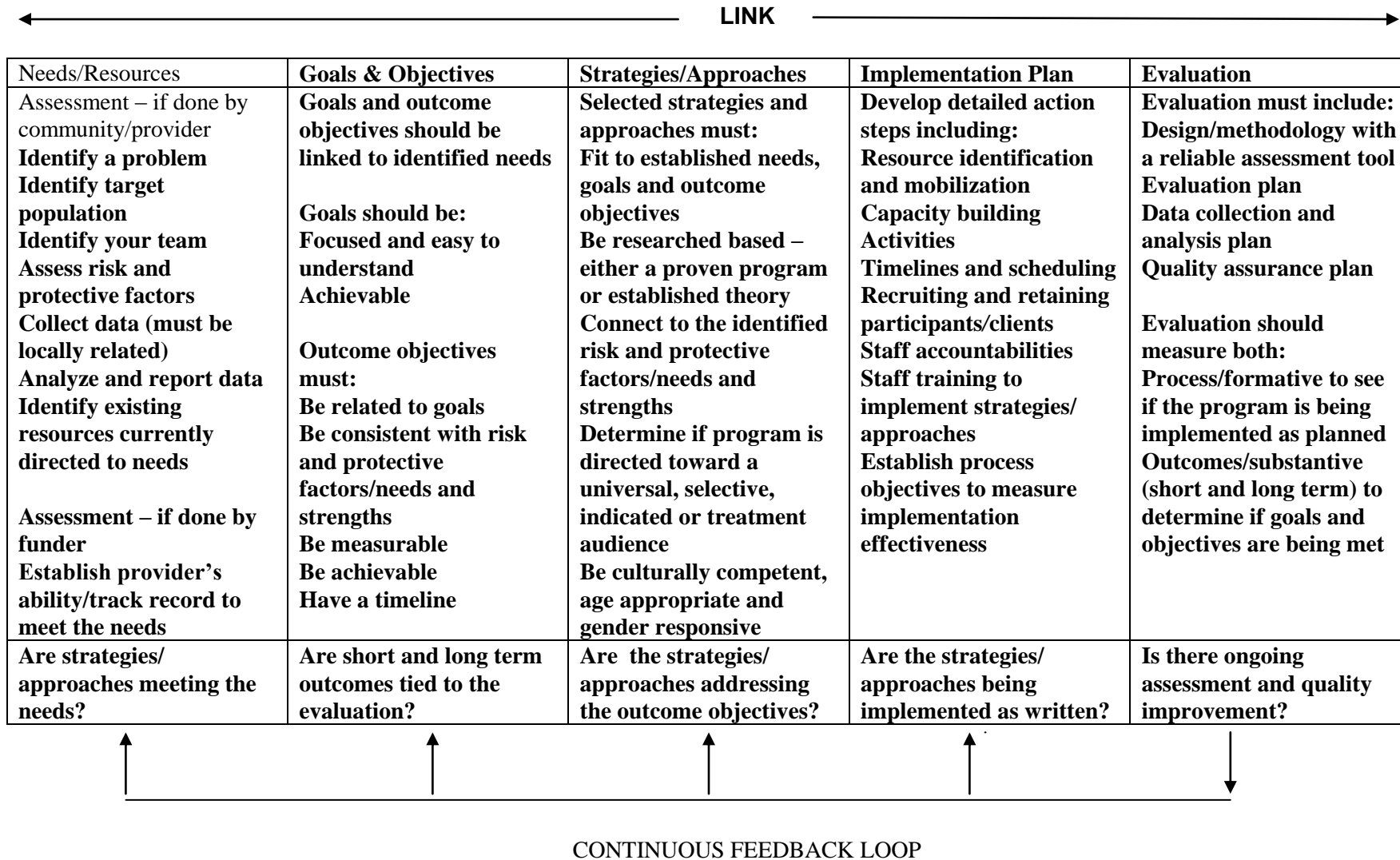
## **Attachment C: OVW STOP Frequently Asked Questions**

Please review these documents for additional information:

- [http://www.ovw.usdoj.gov/docs/FAQ\\_FINAL\\_nov\\_21\\_07.pdf](http://www.ovw.usdoj.gov/docs/FAQ_FINAL_nov_21_07.pdf)
- <http://www.ovw.usdoj.gov/ovw-fs.htm#fs-faq>
- <http://www.ovw.usdoj.gov/ovw-fs.htm>

If web access is unavailable, you may fax, email, mail or hand-carry a request to obtain these documents from the Governor's Office for Children, Youth and Families. Contact Sarah Bean at [sbean@az.gov](mailto:sbean@az.gov), fax number is (602) 542-3520, or 1700 W. Washington Street, Suite 101, Phoenix, AZ 85007.

## Attachment D: Sample Logic Model



**END OF SOLICITATION**  
**ST-WSG-09-9365-00**